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February 6, 1997

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FEB 6 1997

Mr. William F. Caton  
Acting Secretary  
Federal Communication Commission  
1919 M Street, N.W. Room 222  
Washington, D.C. 20554

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF SECRETARY

Re: Ex Parte Presentation in CC Docket No. 97-1

Dear Mr. Caton:

Today I submitted the attached documents in the above referenced proceeding:  
Letter from R. Gerard Salemmine to Regina Keeney, dated February 6, 1997, concerning  
Ameritech's comments on the ALTS Motion to Strike.

Two copies of this letter and the attachments are being submitted to the Secretary  
of the Federal Communications Commission in accordance with Section 1.1206(a)(1) of  
the Commission's Rules.

Sincerely,

Attachments

cc: R. Keeney (without attachments)

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R. Gerard Saleme  
Vice President - Government Affairs

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February 6, 1997

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Ms. Regina M. Keeney  
Chief, Common Carrier Bureau  
Federal Communications Commission  
Washington, D.C. 20554

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FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF SECRETARY

Re: Application of Ameritech Michigan for In-Region, InterLATA Authority,  
CC Docket No. 97-1, ALTS Motion to Strike

Dear Ms. Keeney:

Ameritech in its February 5, 1997 response to the ALTS motion contends that the Agreement it submitted to the Commission on January 17, 1997 has been approved by the MPSC and that there are "no material differences" between the January 17, 1997 document and the executed agreement filed with the MPSC on January 29, 1997. Ameritech is wrong on both counts. As set forth in correspondence previously submitted in this docket (see, in particular, Letter from Arthur J. LeVasseur to Edward Becker, dated January 24, 1997), the January 16th document erroneously substitutes rates for a Michigan "port" instead of unbundled local switching (ULS) and, as a consequence, fails to reflect proper ULS unbundling. Moreover, AT&T does not agree that the MPSC determined that the January 16, 1997 submission complies with its Order of November 26, 1996 or has otherwise received MPSC approval.

Numerous statements in Ameritech's submission are erroneous or misleading. For example, Ameritech contends that AT&T in filing an action in federal district court on January 24, 1997 "acknowledged" that the agreement had been approved. That is not the case. In view of the obvious uncertainty surrounding the issue, AT&T expressed reservations in the complaint as to which, if any document might constitute an "agreement" for purposes of the action.

Moreover, Ameritech at pp. 4, 5 asserts that "terms and conditions" of the January 16th and January 29th agreements are "identical," and quotes Mr. Abrahams of AT&T purportedly to that effect. Ameritech's quotation is out of context and its submission is misleading. As Mr. Abrahams' letter in its entirety makes plain (a copy of which, again, has previously been submitted), the issue was and is that Ameritech's pricing in the January 16th submission does not accurately reflect the arbitration decision and does not appropriately distinguish unbundled local switching, as provided under the 1996 Act and described in the agreement, from the Michigan "port." This is not an insignificant or non-material difference, as Ameritech attempts to portray it.

Ameritech states (at p. 5) that the definition of the Michigan port is the same as the definition found in the Ameritech Michigan/AT&T Agreement for unbundled local switching ports. That is simply wrong. A simple comparison of the Michigan port definition (see LeVasseur letter, supra) with the definition in the Ameritech Michigan/AT&T agreement, Schedule 9.2.3, Section 1.0, shows that the two are obviously and substantially different. The latter does not include local usage, tandem switching, transport, switching and other elements which are included within the Michigan definition of a "port."

Please contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gary Selman".